Graduate Freedom Document Preparation and Student Loan Assistance/Management Services, Terms and Conditions

This Service Agreement is made and entered into, by and between **Graduate Freedom ('GF')** and "Client" Hereinafter referred to as student or client ("Client").

RECITALS:

WHEREAS GF business is providing Document Processing Services to individuals with Federal Student Loans and seeking to consolidate their loans through programs offered by the Department of Education (DOE) or change their existing program repayment per Client's request, to something better suited to Client's current situation; and

WHEREAS Client requests GF to perform in good faith, the following services, ("the Services"): (a) Research potential DOE programs that are/or may be available to client, (b) Present results to the client with available options, (c) Compile and process all client's required DOE Consolidation paperwork selected from the options provided to client, and (d) Submit completed Consolidation or Repayment Plan Request paperwork to the DOE.

In consideration of the foregoing and every term, covenant and condition hereafter set forth, GF and client do hereby understand, covenant and agree to the following:

- 1. Provide Complete and Truthful Information. Client expressly represents and warrants that he/she/they will at all times, provide GF with information that is complete, accurate and true to the best of their knowledge and belief.
- **2. Performance of Services.** Information from client and payment for the Services as provided herein, GF shall analyze client' information, and perform any necessary research at sole discretion; reasonable or advisable in carrying out its duty to service the client's, student consolidation. Outside Providers: Client understands and agrees that GF may at its discretion; utilize the service of outside service providers to assist GF with Services. Should an Outside Provider be utilized, the Outside provider will be required to comply with GF's privacy policy.
- 3. No Legal or Tax Advice: The client acknowledges that the GF is not a law firm, and that NO LEGAL OR TAX ADVICE CAN OR WILL BE PROVIDED UNDER THIS AGREEMENT.
- **4. Document Preparation Services and Fees:** Client agrees to pay GF a Document Preparation Fee totaling \$499.00 for annual doc prep and a fee of \$49.00+ for each month after that. All fee's are not due until initial document prep service is rendered. Any additional fees or discounts will be stated on the 'Payment Schedule'

Initial Doc Prep Services:

Includes, But is Not Limited To, Reviewing And Determining Qualifying Federal Programs Available Through The Department Of Education, Providing The Options To Client In Order For Client To Make A Determination Of Which Program Best Suits Client's Current Situation, Data Entry Of Information Pertinent To Client Application(s) And Submission Of Forbearance Per Client's Request If Loans Are Eligible. Allocating The Proper Documents For Qualifying Programs, Reviewing And Analyzing Client

Documents, Preparation Of Aforementioned Documents, Completion Of Application(s) For Subsequent Program(s) And Submission Of Said Documents And Application(s) To The Department Of Education Or Servicer To Review.

The Graduate Freedom Document Preparation Service is to ensure that once the initial Document Preparation Services is completed, the Client continues in the right Program, does not fall out of the Federal Programs when Client Program Repayment expires annually and Client is required to resubmit Documentation to Re-Certify for the Programs, which could happen in the event the Client without Professional Document Preparation Assistance submits invalid Documentation, fills out the Application incorrectly or fails to send in the Proper Documentation to the DOE programs in a timely manner. Graduate Freedom will Allocate, Prepare, Complete, Re-Certify and Submit the Documents required to continue to keep Client in the lowest possible Repayment and Forgiveness Programs if Client is found Eligible. Eligibility is up to the DOE and their set guidelines.

5. Further Graduate Freedom Document Preparation and Student Loan Assistance/Management Services, includes but not limited to:

- Annual Allocation, Preparation, Completion And Submission Of The Proper Documentation For Renewal,
- Re-Certification And/Or Reapplication For Qualifying Income Driven And Public Service Loan Forgiveness Programs That Are Available Through The Department Of Education.
- Concierge Level Customer Service With Dedicated Line To Answer Any Questions Or Concerns.
- Free Consultation At Any Point When The Client's Life Situation Changes.
- Support Services And Notifications Of Any New Programs That You Might Be Eligible For Or Guideline Changes Throughout The Life Of The Loan.
- Annual Analysis Of The Client's Financial Situation To Ensure The Client Is In The Right Loan Program And To Ensure Maximum Monthly Savings And/Or Forgiveness Of Loans, If Eligible.

- **6. Money Back Guarantee:** Money Back Guarantee: Money Back Guarantee. Graduate Freedom guarantees that If a Client is not approved for the Federal Student Loan Documents Prepared by GF, through the Department of Education after reasonable efforts by the parties, then Graduate Freedom will reimburse the Document Preparation Fee Payment (payment made to Graduate Freedom as agreed in the 'Payment Schedule'
- 7. Cancellation Policy: Client may cancel this agreement at any time with no cancellation fee prior to being approved for the Federal Student Loan Documents Prepared by GF. If cancellation occurs after work has been completed, GF will cease all payments debited from account on the 'CC Auth' and client will no longer receive services or be charged a fee, and no refunds will be made for work already complete. GF may also cancel application and agreement if Client is non-communicative and/or non-responsive to GF via phone, email, or mail.
- **8. Process:** Once Client signs the agreement the process will begin. All services performed by GF are controlled, and time managed to expedite the Document Preparation process. Be advised that Documents and Applications prepared and completed by GF rely on respective lender(s) promptness in their administration of services; and therefore, cannot be held liable for any delay in completing any document preparations. The Average time for the DOE, Servicer or Collection Agency to process the applications submitted takes approximately thirty (30) to ninety (90) days.
- IF CLIENT FAILS TO SEND IN INCOME DOCUMENTATION AFTER 30 (THIRTY) DAYS OF ENGAGEMENT, GF WILL BE FORCED TO ASSUME CLIENT HAS NO INCOME DOCUMENTATION TO PROVIDE AND IS CURRENTLY UNEMPLOYED.
- **9. Arbitration and Choice of Law:** This Agreement shall be governed by the laws of the State of California, and any Conflict of Law provisions thereunder. In the event of any controversy, claim, or dispute between the parties arising out of, or relating to this Agreement, the parties agree to resolve all issues solely through the use of binding Arbitration; governed by the rules of the American Arbitration Association ("AAA"). Any such Arbitration shall take place in Santa Ana, California. The arbitrator shall be neutral, independent, and shall comply with the AAA code of ethics. The arbitrator or arbitration panel shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability or formation of this Agreement and of this arbitration requirement. The award rendered by the Arbitrator shall be final; binding on all parties; and not challengeable or subject to vacation or modification. Judgment on the award made by the Arbitrator may be entered into any court having jurisdiction over the parties. If either party fails to comply with the Arbitrator's award, the injured party may petition the Circuit Court for enforcement. The parties further agree that either party may bring claims against the other only in his/her or its individual capacity and not as a Plaintiff or class member in any purported class action or representative proceeding. Further, the parties agree that the Arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of Arbitration, including attorneys' fees, equally. In the event that a party fails to proceed with Arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with the Arbitrator's award, the other party shall be entitled to costs of suit, including reasonable attorneys' fees for having to compel Arbitration or defend or enforce the award. This section a

Important Disclosure: You may, of course, try to complete your applications and consolidate or change your loan repayment program for your loans yourself without paying anyone a fee, as these services can be obtained with the Department of Education. The results could be the very same or they might vary. However, our services are private and focused; we wade through all your paperwork and the DOE websites and applications, finding the documents that you need and are required to consolidate or restructure your Federal Student Loans. GF will then apply its expertise to accurately prepare the documents for you backed by our guarantee (Section 6). The nominal fee for these services is similar to you paying a tax preparer to do your taxes on your behalf. You could try to do them yourself and risk or expose yourself to financial ramifications in doing so, but most of us relegate this over to an expert to do, to ensure that it is done right the first time providing peace of mind in exchange for a nominal fee.

- 10. Privacy Policy: We are committed to providing the highest level of security and privacy regarding the collection and use of your personal information. Personal information may be collected from your account Application, any updated information you may provide us from time to time and the banking transactions processed through your Account. A description of our Privacy Policy is provided below. If you have additional questions regarding the privacy of your personal information, please contact customer service at the address shown above.
- 11. Maintenance of Accurate Information: It is in the best interest of both Client and GF to maintain accurate records. Please make sure to contact us if any of your information needs to be updated. If you have questions regarding the accuracy of your personal information please contact GF Customer Service.
- 12. How We Protect Your Information: We by no means, sell your information off. We train our employees and contractors to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards, which blocks out personal information from who is not authorized, doesn't have permission or clearance to access it. We authorize our employees, agents and contractors to get information about you only when they need to do their work with us regarding the services described herein.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY GF, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHANGE FOR ANY GOOD FAITH PAYMENT AND FEDERAL STUDENT LOAN CONSOLIDATION OR REPAYMENT PROGRAM. DURING THIS PROCESS, I AM RESPONSIBLE FOR MAKING MY PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY ME, I ALSO ACKNOWLEDGE THAT BY NOT MAKING THE PAYMENTS REQUIRED MY DEBT MAY INCREASE DUE TO UNPAID INTEREST AND FEES, WHICH MAY REDUCE MY CREDITWORTHINESS. I FURTHER ACKNOWLEDGE THAT NO GUARANTEE CONCERNING THE SUCCESS OR POSITIVE OUTCOME OF THE LOAN CONSOLIDATION, REHABILITATION OR REPAYMENT PLAN HAS BEEN PROVIDED, EXPRESSED, OR IMPLIED BY GF, ITS AGENTS, AND/OR AFFILIATES. I, THE CLIENT, HAVE HAD THE PROGRAM EXPLAINED IN FULL AND TO MY SATISFACTION. I AM FULLY AWARE AND UNDERSTAND THAT I AM REQUESTING SERVICES BY GF FOR A FEE, IF FOR ANY VALID REASON, I AM NOT SATISFIED WITH THE PROGRAM, I WILL ABIDE BY THE CANCELLATION POLICY, TERMS, AND CONDITIONS CONTAINED WITHIN THIS PAPERWORK, I ALSO UNDERSTAND THAT BY HAVING MY FEDERAL LOANS CONSOLIDATED, I MAY LOOSE QUALIFYING PAYMENTS ALREADY MADE UNDER THE PSLF PROGRAM. I ALSO FULLY UNDERSTAND THAT GF IS NOT THE DEPARTMENT OF EDUCATION (DOE), ALL PROGRAMS AND REPAYMENTS ARE SUBJECT TO DOE APPROVAL. I FULLY UNDERSTAND THAT GF SIMPLY PROVIDES DOCUMENT PREPARATION SERVICES AND DOES THE APPLICATION PAPEMYORK FOR THE PROGRAMS AVAILABLE THROUGH THE DOE, (DF WHICH THE DOE WILL THEN COMPLETE THE CONSOLIDATION, DISABILITY DISCHARGE, REPAYMENT PLAN REQUEST OR REHABILITATION PROGRAM. I UNDERSTAND THAT MY FSA ID INFORMATION WILL BE USED FOR DOCUMENT PREPERATION SERVICES AND GIVE PERMISSION FOR GRADUATE FREEDOM TO USE THIS INFORMATION AS NEEDED. I UNDERSTAND GF DOES NOT FACILITATE THE NEGOTIATION OF A DEBT, THE SETTLEMENT OF A DEBT OR THE ALTERING OF A DEBT AND ITS SERVICES ARE ONLY FOR THE ASSISTANCE AND COMPLETION OF FEDERAL STUDENT LOAN PROGRAMON DOCUMENTS. I FURTHER UNDERSTAND GF WILL NOT PAY MY STUDENT LOANS FOR ME OR ONLY SEALLED.